



Early Journal Content on JSTOR, Free to Anyone in the World

This article is one of nearly 500,000 scholarly works digitized and made freely available to everyone in the world by JSTOR.

Known as the Early Journal Content, this set of works include research articles, news, letters, and other writings published in more than 200 of the oldest leading academic journals. The works date from the mid-seventeenth to the early twentieth centuries.

We encourage people to read and share the Early Journal Content openly and to tell others that this resource exists. People may post this content online or redistribute in any way for non-commercial purposes.

Read more about Early Journal Content at <http://about.jstor.org/participate-jstor/individuals/early-journal-content>.

JSTOR is a digital library of academic journals, books, and primary source objects. JSTOR helps people discover, use, and build upon a wide range of content through a powerful research and teaching platform, and preserves this content for future generations. JSTOR is part of ITHAKA, a not-for-profit organization that also includes Ithaka S+R and Portico. For more information about JSTOR, please contact support@jstor.org.

the established rules. *Haskett v. State*, 51 Ind. 176. Since, however, the assault here operated as a warning to others that anyone testifying against the defendant was in danger of suffering the same consequences, it would seem that the free course of justice was thereby obstructed sufficiently to constitute a contempt of court. See Beale, "Contempt of Court, Criminal and Civil," 21 HARV. L. REV. 161.

EVIDENCE — DOCUMENTS — REJECTION OF A MEMORANDUM PROCURED BY FRAUD. — In defense to an action for breach of oral warranty, the defendant pleaded that the contract had been reduced to writing, and gave in evidence a written memorandum which apparently restricted the alleged warranty so as to defeat the plaintiff's recovery. The plaintiff proved that his signature to the memorandum had been procured by a fraudulent misrepresentation as to its contents, and the lower court did not admit the writing. *Held*, that the memorandum was properly excluded. *Whipple v. Brown Bros. Co.*, 121 N. E. 748 (N. Y.).

If a specialty fails to express the true intention of the parties on account of mistake, clerical error, or fraud, equity may reform it. *Pickens v. Pickens*, 72 W. Va. 50, 77 S. E. 365; *Kinman v. Hill*, 156 N. W. 168 (Iowa); *Jones v. Johnston*, 193 Ala. 265, 69 So. 427. In such cases equity merely makes it possible for the parties to perform the contract actually made. See 4 POMEROY, EQUITY JURISPRUDENCE, §§ 1375-76. In determining whether there is a contract the law now regards, not the hidden intentions, but the inferences that one party reasonably draws from the words and acts of the other. *Stoddard v. Ham*, 129 Mass. 383; *Williams v. Burdick & Co.*, 63 Ore. 41, 126 Pac. 603. If a written memorandum of a sale does not express the true intention of the parties on account of the fraud of one of the bargainors, the writing is not evidence of a contract either on the old theory of a meeting of minds or the modern theory of expressed mutual assent. *Shea's Appeal*, 121 Pa. 302, 15 Atl. 629; *Shores-Mueller Co. v. Lonning*, 159 Iowa, 95, 140 N. W. 197. In the principal case, therefore, the memorandum procured by fraud was properly rejected. It seems that if the plaintiff, although wishing to postpone action on the contract, had desired to have the memorandum so modified as to avoid future prejudice, he could have had it reformed in equity on a bill *quia timet*. See *Brown v. Statter*, 206 Mass. 119, 122, 92 N. E. 78, 79.

ILLEGAL CONTRACTS — CONTRACTS AGAINST PUBLIC POLICY — AGREEMENT OF OFFICER OF A CORPORATION TO PROCURE A CONTRACT FROM THE CORPORATION. — The defendant agreed to form a corporation of which he should be a director and to procure a contract whereby all the goods of the corporation were to be bought from the plaintiff at a price named by him and to be sold at prices fixed by him. The corporation was organized with the defendant as director, but he failed to procure the contract from the corporation. The plaintiff then brought action for the breach of the original agreement. *Held*, that the agreement is illegal. *Rosenthal v. Light*, 173 N. Y. Supp. 743.

The general principle is well established that a contract by the directors or stockholders of a corporation which tends to influence their action to the prejudice of the corporation, its creditors, or the other stockholders is illegal. Such contracts usually consist of promises of employment by the corporation to incorporators or purchasers of stock. *West v. Camden*, 135 U. S. 507; *Guernsey v. Cook*, 120 Mass. 501. This rule has been relaxed somewhat in cases where the parties to the contract were the only ones interested in the corporation or where all those interested have consented, and it does not appear that the performance of the contract will lead to a breach of the duties owed the corporation. *Drucklieb v. Harris*, 209 N. Y. 211, 102 N. E. 599; *Kantzler v. Bensinger*, 214 Ill. 589, 73 N. E. 874. See *Fabre v. O'Donohue*, 173 N. Y. Supp.